AFFIDAVIT OF DANIEL J. KROPAS

I, Daniel J. Kropas of 13 Old Sib Road, Ridgefield, CT 06877 am a Claimant for forfeiture property in the criminal case USA v. Efthimiatos, Criminal No. 3:13-cr-0015, pending in the US District Court, for the Southern District of Iowa.

I first met Angelo Efthimiatos, the defendant in this case through a Halloween social event at Bloomerside Pavillion in North Salem, NY that he attended with his wife and child. This was in late October 2012. We spoke at length as we discovered we were both pilots and Mr. Efthimiatos mentioned that he was looking for a 50% partner in his airplane, a 1980 Beech, Model C24R, fixed-wing, single engine aircraft with serial number MC-716 and tail number N6716T.

I also rent a house to Mr. Efthimiatos' half-brother Keith Baker at Bloomerside Co-op, 44 Lakeside Drive, North Salem, NY 10560.

Approximately the third week of November 2012, Mr. Efthimiatos approached me when we were both at US Flight (an aircraft maintenance business operated by Mr. Bernard Paquette) at Danbury Airport and he offered me a 50% ownership share of the subject airplane N6716T. After some discussion and negotiations we agreed to be 50/50 partners for a 50% share price of Forty Thousand dollars (\$40,000.00).

Mr. Efthimiatos immediately began seeking payments from me. At his request I paid him cash on four occasions totaling Nineteen Thousand Five Hundred dollars (\$19,500.00). Mr. Efthimiatos always insisted that I pay cash and I complied with his request. The first payment was witnessed by Mr. Keith Baker, my tenant and aforementioned half-brother of Mr. Efthimiatos at Mr. Baker's home in the last days of November 2012 for One Thousand dollars (\$1,000.00). Thereafter I paid Mr. Efthimiatos cash on three subsequent occasions. I paid him twice in early December 2012, in the amounts of Three Thousand dollars (\$3,000.00) and Four Thousand dollars (\$4,000.00).

AFFIDAVIT OF DANIEL J. KROPAS

My fourth payment to Mr. Efthimiatos took place on December 15, 2012 for Eleven Thousand dollars (\$11,500.00) and was witnessed again by Mr. Efthimiatos' half-brother Mr. Keith Baker while we were all at WestConn, a business at Danbury Airport. At that meeting I paid again in cash as Mr. Efthimiatos requested. Mr. Efthimiatos then handed me a set of keys to N6716T and said we were now partners and co-owners.

We further agreed that each of us would pay hangar fees every other month. Maintenance, minor or major would be a 50/50 split. Insurance and accidents were to be determined by Mr. Efthimiatos' aircraft insurance policy. Mr. Efthimiatos agreed to pay the entire cost for the next new engine installed in the plane as part of our agreement. N6716T was housed in hangar space at US Flight at Danbury Airport. Mr. Kropas paid the hangar rent for January 2013. A copy of our Agreement in my handwriting is attached to this Affidavit as Kropas Exhibit 2.

On December 15, 2012, Mr. Efthimiatos gave me a signed receipt for the Nineteen Thousand Five Hundred dollars (\$19,500.00) I had paid him, all in cash, up to that date. A copy of this receipt is attached to this Petition as Kropas Exhibit 1. I went flying with Mr. Efthimiatos in the subject aircraft for three hours on December 15, 2012 as he familiarized me with the characteristics of how the airplane flew, the instrumentation onboard, and reiterated how we are now co-owners in N6716T.

The last time I saw Mr. Efthimiatos was on December 22, 2012 when I brought my daughters to the hangar where they played in the plane N6716T. At that time I gave Mr. Efthimiatos a check for the January 2013 hangar rent for N6716T. I signed the check and Mr. Efthimiatos wrote the payee name "US Flight Aircraft Maint" on the check and then he delivered the check to Mr. Paquette, the owner of US Flight. A copy of the check with Mr. Efthimiatos handwriting for the payee name is attached to this Petition as Kropas Exhibit 3.

AFFIDAVIT OF DANIEL J. KROPAS

Mr. Efthimiatos never discussed with or told me about any of his illegal activities involving the subject aircraft. Mr. Efthimiatos also never discussed with or told me what he used the cash payments for.

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Daniel J. Kropas

JURAT

State of Connecticut County of Fairfield

ss. (Danbury)

Subscribed and sworn to before me this _____ day of JUI

James F McLaughlin

Commissioner of Superior Court